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ABSTRACT

The master agreement between the State of Iowa Board of Regents and the UNI-United Faculty for the period July 1, 1989 to June 30, 1991 is presented. Fifteen articles cover the following items: recognition; union rights (use of facilities and services); evaluation procedures (files and access to them, student, professional, department head and administrative evaluations);personnel files (review, responses, notice, right to copy); staff reductions; summer employment; leaves (professional development, sick leave, jury leave, and others); salaries; insurance (life, disability, health, dental); grievance procedures; appeal of denial of tenure; failure to promote; nonrenewal of probationary appointments; termination of term appointments before the end of appointment; and recommendations to terminate a tenured faculty member; deductions; health and safety; compliance; and duration. Six appendixes contain 1989-90 minimum salary guidelines, 1990-91 minimum salary guidelines, a grievance form, a notice of appeal form, an intent to appeal to an arbitrator form, and an auhorization for payroll deduction form. Also included is a memorandum of understanding. (JB)

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ED340269

A MASTER AGREEMENT

BETWEEN

THE STATE OF IOWA BOARD OF REGENTS

AND

THE UNI-UNITED FACULTY

July 1, 1989 -- June 30, 1991

HE 025 062

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TABLE OF CONTENTS

PREAMBLE 1

ARTICLE ONE: RECOGNITION 2
Representation 2
Definitions 2

ARTICLE TWO: UNITED FACULTY RIGHTS 3
University Facilities 3
University Mail Service 3
Report Materials 3
Board Meeting Minutes 4
Board Meeting Agenda 4
United Faculty Facilities 4
Other Services 5
Names and Salaries 5
Meet and Confer--Parking 5

ARTICLE THREE: EVALUATION PROCEDURES 6
Evaluation File 6
Access to File 7
Student Assessments 8
Professional Assessment Committee 10
Evaluation by Department Heads 12
Evaluation by Dean of Vice President and Provost 15
Principles, Standards and Procedures 15
Administrative Evaluation Procedures 16

ARTICLE FOUR: PERSONNEL FILES 17
Right to Review 17
Right to Respond 17
Notice of Complaint 17
Right to Copies 18

ARTICLE FIVE: STAFF REDUCTIONS 19
Attrition 19
Notice 19
Definition 19
Order of Reduction 19
Recall 21
Vacancies 23
Procedures for Recall 24
Temporary Replacements 25

ARTICLE SIX: SUMMER EMPLOYMENT 26
Compensation 26
Assignment 26
Notice of Appointment 26

ARTICLE SEVEN: LEAVES 27
Professional Development Leave 27
Sick Leave 30
Sick Leave Payout 32
Jury Leave 33
Educational, Conference, Research, and Bereavement Leaves 34
Absence Request Form 37
Travel and Related Expenses 37
Fringe Benefits During Leaves 37
Retraining Leave 38

ARTICLE EIGHT: SALARIES 39
1989-90 Salaries 39
1990-91 Salaries 40
Promotions 41
Part-time Salaries 42
Minimum Salary Guidelines 42
Probationary Appointment Salaries 42
Salary Fund Transfer 42
Salary Payments 43

ARTICLE NINE: INSURANCE 44
Description of Benefits 44
Group Life Insurance 44
Long-Term Disability 45
Health Insurance 47
Dental Insurance 49
Pre-tax Benefits 50
Open Enrollment Period--Dental 51

ARTICLE TEN: GRIEVANCE PROCEDURE 52
Definitions 52
Purpose 53
General Procedures 53
Formal Levels 56
Arbitration (Level Four) 57
Rights of Employees to Representation 58

ARTICLE ELEVEN: APPEAL OF DENIAL OF TENURE, FAILURE TO PROMOTE, NONRENEWAL OF PROBATIONARY APPOINTMENTS, TERMINATION OF TERM APPOINTMENTS BEFORE THE END OF APPOINTMENT , AND RECOMMENDATIONS TO TERMINATE A TENURED FACULTY MEMBER 60
Scope 60
Availability of Review 61
Grounds for Complaint 61
Appeal Conference 62
Arbitration 64
Dismissal of Tenured Faculty 65
Disposition of the Arbitrator's Report 66
Other Provisions 67

ARTICLE TWELVE: DEDUCTIONS 70
United Faculty Deductions 70
Other Deductions 71

ARTICLE THIRTEEN: HEALTH AND SAFETY 72
Provision for Health and Safety 72

ARTICLE FOURTEEN: COMPLIANCE CLAUSES 73
Separability 73
Finality and Effect of Agreement 73
Management Rights 74

ARTICLE FIFTEEN: DURATION/SIGNATURES 75
Duration 75
Signatures 75

APPENDIX A: 1989-90 MINIMUM SALARY GUIDELINES 76

APPENDIX B: 1990-91 MINIMUM SALARY GUIDELINES 77

APPENDIX C: ARTICLE TEN - GRIEVANCE FORM 78

APPENDIX D: ARTICLE ELEVEN - NOTICE OF APPEAL 80

APPENDIX E: ARTICLE ELEVEN - INTENT TO APPEAL TO AN ARBITRATOR 81

APPENDIX F: AUTHORIZATION FOR PAYROLL DEDUCTION FORM 82

MEMORANDUM OF UNDERSTANDING 83

PREAMBLE

WHEREAS, the Board of Regents and the United Faculty have reached certain understandings which they desire to confirm in this Agreement, it is agreed as follows:

ARTICLE ONE

RECOGNITION

Section 1.0 Representation

The Iowa State Board of Regents hereby recognizes the UNI-United Faculty as the certified, exclusive and sole bargaining representative for those faculty members set forth in the PERB certification instrument (Cases 590 and 603) issued by the PERB on the third (3rd) day of December, 1976, as modified by the "Amendment of Bargaining Unit and Certification" (Case 1252) issued by the PERB on the 27th day of October, 1978, and as modified by the "Amendment of Certification" (Case 2125) issued by the PERB on the 9th day of February, 1983, and the PERB order NUNC PRO TUNC filed March 28, 1983.

Section 1.1 Definitions

Subdivision 1.11 Board

The term "Board" as used in the Agreement shall mean the Iowa State Board of Regents or its duly authorized representatives.

Subdivision 1.12 United Faculty

The term "United Faculty" as used in this Agreement shall mean the UNI-United Faculty or its duly authorized representatives.

Subdivision 1.13 Faculty

The terms "faculty or "the faculty" or "faculty member(s)" shall always mean a member or the members (severally or collectively) of the bargaining unit.

ARTICLE TWO

UNITED FACULTY RIGHTS

Section 2.0 University Facilities

United Faculty may use university facilities for meetings in accordance with procedures approved and administered by the Office or designee of the Vice President for Administration and Finance and contingent upon payment of direct costs.

Section 2.1 University Mail Service

United Faculty may distribute material through the university mail service and building mailboxes and use other facilities of the University Mail Center where such use does not, in the judgment of the Vice President for Administration and Finance or designee, interfere with the other operations of the Center. Usual and customary fees will be charged for such services. The United Faculty agrees to assume full responsibility and any liability for the contents of any such mailings and shall hold the Board harmless regarding any complaints concerning such mailings.

Section 2.2 Report Materials

The Board shall furnish to United Faculty as soon as available the annual financial statement, adopted budget, the HEGIS

Article Two (Cont'd)

reports for all three Regents universities, annual report entitled "Salaries of Instructional Faculty" and regular cost of instruction study. Other requested institutional public documents will be provided at cost. Nothing herein shall require the employer to research and assemble information.

Section 2.3 Board Meeting Minutes

The Board shall provide to United Faculty one complete copy of the official minutes of each Board meeting.

Section 2.4 Board Meeting Agenda

The Board shall provide to United Faculty one copy of the agenda, with University of Northern Iowa institutional docket exhibits, as available to the university, for Board meetings and an opportunity to copy other docket exhibits as soon as available on the campus.

Section 2.5 United Faculty Facilities

The Board shall provide for United Faculty office space and a telephone and computer connection. United Faculty shall be responsible for furnishing the office and for paying telephone and computer related charges.

Article Two (Cont'd)

Section 2.6 Other Services

United Faculty shall have access to use of printing, duplicating, data processing, addressing, and other services approved by the Office of the President for usual and customary charges. The United Faculty shall also have access to Manuscripts and Proposal Services in accordance with usage and charges as approved by the Vice President for Administration and Finance.

Section 2.7 Names and Salaries

The Board shall provide to United Faculty the names and current salaries of members of the bargaining unit on or about October 1 and March 1 of each year of the Agreement.

Section 2.8 Meet and Confer--Parking

Prior to implementation of any changes in rules and regulations affecting faculty parking, the University will afford opportunity to the United Faculty to meet and confer on such changes.

ARTICLE THREE

EVALUATION PROCEDURES

Section 3.0 Evaluation File

An evaluation file shall be maintained for each tenured, probationary, term, and full-time temporary faculty member. The file shall be located in the departmental office. The following materials shall be included in evaluation files:

Subdivision 3.01 Resumes

Current resumes and other materials relevant to the evaluation process as provided by each faculty member. Bulky materials may be located physically outside the file proper, provided a record of the material is included within the file.

Subdivision 3.02 Student Assessments

Reports of student assessments conducted by the department head, except for those conducted under Subdivision 3.26, Informational Assessments.

Subdivision 3.03 Professional Assessment Committee Assessments

Reports of assessments conducted by the departmental Professional Assessment Committee.

Subdivision 3.04 Evaluation Reports

Reports of evaluations conducted by the department head, college dean, and Vice President and Provost.

Article Three (Cont'd)

Subdivision 3.05 Other Materials

Materials submitted by the department head, college dean, graduate dean, or Vice President and Provost. A copy of the faculty member's appointment letter shall be placed in the evaluation file by the department head.

Subdivision 3.06 File Material Removal

A faculty member may request removal of any item in the file. If the department head and the dean agree, the item shall be removed from the evaluation file.

Subdivision 3.07 Response to File Material

Responses to materials in the evaluation file as provided by the faculty member. Such responses shall be attached to related materials and become part of said file.

Section 3.1 Access to File

Access to and copying of materials in evaluation files shall be provided in the following manner:

Subdivision 3.11 Faculty Member Review

Each faculty member shall have the right to review the contents of his/her evaluation file during regular working hours, or at such other time as mutually agreed upon with the department head.

Article Three (Cont'd)

Subdivision 3.12 Professional Assessment Committee Review

When a faculty member is assessed by a departmental Professional Assessment Committee, members of the committee shall have the right to review the contents of the faculty member's evaluation file. Reviews shall occur during regular working hours or at such other time as mutually agreed upon with the department head.

Subdivision 3.13 Review Procedure

All reviews of evaluation files shall take place in the presence of the department head or his/her designee.

Subdivision 3.14 File Copies

A faculty member shall have the right to a copy, at his/her expense, of any material contained in his/her evaluation file.

Section 3.2 Student Assessments

The current student assessment instrument used by the Board or any other student assessment instrument agreed to by the Board and United Faculty shall be administered in accordance with procedures as follows:

Subdivision 3.21 Assessment Procedure

Student assessments shall be administered by the department head or his/her designee. Individual faculty members may assist and cooperate in the administration of the student assessment but a faculty member shall not be required to do so involuntarily. In no

case may the faculty member, when assisting in the administration of the student assessment, administer the instrument in his/her own class. The faculty member will leave the classroom when the instrument is administered to his/her class.

Subdivision 3.22 Probationary, Term and Temporary Faculty

Student assessments shall be administered for each probationary, term and full-time temporary faculty member each year.

Subdivision 3.23 Tenured Faculty

Tenured faculty members shall be assessed by students every fifth (5th) year, not counting years on leave or non-teaching assignments.

Subdivision 3.24 Scheduled Assessments

When a student assessment is conducted to fulfill the requirements under Subdivisions 3.22 and 3.23, it shall be administered in all sections of all classes.

Subdivision 3.25 Additional Assessments

Additional student assessments may be conducted as determined to be appropriate by the department head, as required by procedure, or as requested by the faculty member.

Subdivision 3.26 Informational Assessments

Faculty members may conduct additional assessments for informative purposes. The administration of such assessments shall be arranged by the faculty member. The university shall process such

assessments but no record of the results shall be kept in the evaluation file or any other file maintained by the university. Only when the department head and the faculty member agree, prior to the conducting of a student assessment, that such assessment is for informational purposes, will the assessment be processed according to the provisions of this Subdivision.

Subdivision 3.27 Assessment Report

A report of the results of student assessments of a faculty member shall be transmitted to the faculty member and, except for those covered under Subdivision 3.26, entered in the faculty member's evaluation file.

Subdivision 3.28 Exclusions

The provisions of this Section do not apply to faculty whose assignments do not include collegiate level courses.

Section 3.3 Professional Assessment Committee

Each academic department shall have a professional assessment committee consisting of the tenured members of the departmental faculty. Any PAC member who is a candidate for promotion shall be excluded from committee deliberation on his or her candidacy. The department head shall not be a member of the Professional Assessment Committee. However, after the Professional Assessment Committee has made its report, either the department

head or the Professional Assessment Committee shall have the right to call a meeting of the department head and the Professional Assessment Committee to discuss the report.

Subdivision 3.31 Assessment Procedures

The committee shall develop written assessment procedures which are subject to the approval of the department head and the dean of the college. These procedures may be amended by the Professional Assessment Committee with the approval of the department head and the dean. The procedures may include delegation of responsibility for conducting assessments to a subcommittee, and shall provide for addition of members from outside the department whenever the membership falls below three (3).

Subdivision 3.32 Assessment

At the request of the department head or as required by official university policy, the committee shall provide assessment of the teaching, research, and professional service of a faculty member.

Subdivision 3.33 Committee Report

A written report of the collective judgments of the committee, together with any concurring or minority reports, shall be transmitted to the faculty member, the department head, and the dean, and shall be entered in the evaluation file on or before the fifth (5th) class day of the second (2nd) semester.

Article Three (Cont'd)

Section 3.4 Evaluation by Department Heads

Evaluation of faculty members shall be conducted by department heads as follows:

Subdivision 3.41 Evaluation of Probationary and Term Faculty

Each academic department head shall annually evaluate the teaching, research, and professional service of all faculty members on probationary status prior to making recommendations to continue probation, to grant tenure, or to terminate, and all faculty on term appointment.

Paragraph 3.411

A written report of the results of this evaluation shall be transmitted concurrently to the dean and the faculty member, and shall be placed in the evaluation file together with any additional evidence used by the department head and not already in the file.

Paragraph 3.412

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessment and all other materials in the evaluation file.

Article Three (Cont'd)

Subdivision 3.42 Evaluation of Candidates for Promotion

Each department head shall evaluate the teaching, research, and professional service of each faculty member who is in that year a candidate for promotion.

Paragraph 3.421

A candidate for promotion is a faculty member who has requested consideration for promotion or who has been proposed for consideration by the department head or the departmental Professional Assessment Committee.

Paragraph 3.422

A written report of the results of the evaluation shall be transmitted concurrently to the dean and the faculty member and shall be placed in the evaluation file together with any additional evidence utilized by the department head and not already in the file.

Paragraph 3.423

The evidence used in this evaluation shall include, but not be limited to, a report of the Professional Assessment Committee, the results of student assessments, and all other materials in the evaluation file.

Article Three (Cont'd)

Subdivision 3.43 Evaluation for Merit Increases

Each academic department head shall annually evaluate the teaching, research, and professional service of each tenured, probationary, and term faculty member for the purpose of merit salary increases.

Paragraph 3.431

A written report of the results of the evaluation shall be transmitted concurrently to the dean and the faculty member and shall be placed in the evaluation file.

Paragraph 3.432

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

Subdivision 3.44 Other Evaluations

Other evaluations of faculty members may be conducted at the discretion of the department head. Written reports of all such evaluations shall be transmitted concurrently to the faculty member and dean of the college and entered in the faculty member's evaluation file together with any additional evidence utilized by the department head and not already in the file.

Article Three (Cont'd)

Subdivision 3.45 Application

When a department head's evaluation for one purpose may also serve another of the purposes under Subdivisions 3.41, 3.42, 3.43, and 3.44, the evaluations and evaluation reports may be combined.

Section 3.5 Evaluation by Dean or Vice President and Provost

Evaluations of the teaching, research, and professional service of faculty members may be conducted by the dean of the college or the Vice President and Provost.

Subdivision 3.51 Evaluation Report

A written report of this evaluation shall be transmitted concurrently to the faculty member, department head, and dean of the college or Vice President and Provost, and entered in the faculty member's evaluation file.

Subdivision 3.52 Evaluation Evidence

The evidence used in this evaluation shall include, but not be limited to, material already contained in the evaluation file. Additional evidence used shall be identified and placed in the evaluation file.

Section 3.6 Principles, Standards and Procedures

Principles, Standards, and Procedures for faculty appointments, promotions and tenure shall be made available to the faculty

member in writing no later than September 15 of each year except that when no changes have been made, provision of these materials to a faculty member in a previous year shall be understood to comply with this Section.

Section 3.7 Administrative Evaluation Procedures

Administrative evaluation procedures shall not be inconsistent with the provisions of this Article. Such procedures shall be available to faculty members upon request to the department head.

ARTICLE FOUR

PERSONNEL FILES

Section 4.0 Right to Review

Each faculty member shall have the right to review the contents of his/her personnel file during regular working hours, or at such other time as mutually agreed on with the dean of the college. The review will take place in the presence of the dean of the college or his/her designee. Excluded from the review will be employment credentials which are not designated by their source as available to be reviewed by the candidate.

Section 4.1 Right to Respond

The faculty member shall have the right to respond to all materials contained in his/her file. Such responses shall be attached to the related report and become part of said file.

Section 4.2 Notice of Complaint

Any complaints directed toward a faculty member which are placed in his/her personnel file shall be called promptly to the faculty member's attention in writing and identified as being added to the file.

Article Four (Cont'd)

Section 4.3 Right to Copies

The faculty member shall have the right to copies of the contents of the file at his/her expense.

ARTICLE FIVE

STAFF REDUCTION

Section 5.0 Attrition

When a staff reduction occurs, it shall be accomplished through attrition wherever possible.

Section 5.1 Notice

Prior to informing any faculty member of layoff, the Board shall notify the UNI-United Faculty of the possible layoff(s) and shall give the UNI-United Faculty reasonable time to consult with the Board.

Section 5.2 Definition

Definition of the term, "program area," for the purposes of specific implementation of this Article, will be made, if possible, by agreement between the Board and United Faculty. Where such agreement is not reached in a reasonable time, the Board shall provide a reasonable definition of the term, "program area."

Section 5.3 Order of Reduction

In the event that a staff reduction occurs the Board shall lay off faculty members in accordance with the following standards:

Article Five (Cont'd)

Subdivision 5.31 Tenured Faculty

A faculty member with tenure shall not be laid off as long as a nontenured faculty member remains in the program area where the layoff occurs.

Subdivision 5.32 Probationary Faculty

Full-time probationary faculty members shall not be laid off as long as part-time and temporary faculty members remain in the program area where the layoff occurs. When this clause is used by the university the university shall provide the appropriate seniority list to implement this clause.

Subdivision 5.33 Criteria for Reduction-Nontenured

In determining which nontenure faculty member in the program area where the layoff occurs is to be laid off, the following criteria are to be used:

Paragraph 5.331

Total professional employment experience with the Board.

Paragraph 5.332

Total professional employment experience in other higher-education institutions.

Paragraph 5.333

Educational preparation, post-graduate training, and employment experience.

Article Five (Cont'd)

Paragraph 5.334

Relative skill, ability, and performance as determined through the evaluation procedure provided in this Agreement.

Paragraph 5.335

Affirmative action laws.

Paragraph 5.336

The program area in which the layoff occurs.

Subdivision 5.34 Tenured Faculty - Order of Layoff

Layoffs of tenured faculty members in a program area shall be made in inverse order of number of years of service on this faculty. When this clause is used by the university the university shall provide the appropriate seniority list to implement this clause.

Subdivision 5.35 Tenured Faculty Transfer

When a tenured faculty member is subject to layoff, he/she shall be eligible to transfer to any vacant position in the bargaining unit for which the faculty member possesses the necessary educational preparation and professional qualifications.

Section 5.4 Recall

Faculty members laid off shall be eligible for recall at the same tenure and rank that had been accumulated at the time of layoff.

Article Five (Cont'd)

Subdivision 5.41 Probationary Faculty

Any probationary faculty member who has been laid off due to retrenchment shall be placed on a recall list for three (3) years and shall be recalled for positions in the bargaining unit for which the faculty member possesses the necessary educational preparation and professional qualifications.

Subdivision 5.42 Tenured Faculty

Any tenured faculty member shall be continued on the recall list indefinitely, upon request to be renewed annually after the third (3rd) year, and shall be recalled for positions in the bargaining unit for which the faculty member possesses the necessary educational preparation and professional qualifications.

Subdivision 5.43 Recall Order

Faculty members qualified under Subdivisions 5.31 and 5.32 shall be recalled in inverse order of layoff.

Subdivision 5.44 Hiring Restrictions

No new faculty member shall be hired for a teaching position in the same program area so long as the laid-off faculty member qualified under Subdivisions 5.31 and 5.32 retains recall rights.

Subdivision 5.45 Notification

The employer shall notify each employee laid off, pursuant to this Article, of vacant positions in the bargaining unit as such vacancies occur. Notice shall be given by certified mail, return receipt

requested. The UNI-United Faculty also shall be informed of vacancies.

Subdivision 5.46 Current Address

The Vice President and Provost shall be kept informed by the terminated employee of current addresses, telephone numbers, interest in recall, and areas in which the faculty member claims qualification.

Section 5.5 Vacancies

When a vacancy occurs within sixty-ten (60-10) days of the start of a semester, the faculty member may decline the recall while retaining all recall rights for the future.

Subdivision 5.51 Recall Notice

When accepting recall under this Section, the faculty member shall contact the Office of the Vice President and Provost for assignment within twelve (12) calendar days of the date the recall notice is delivered. Such notice shall be by certified mail, return receipt requested.

Subdivision 5.52 Failure to Report

Failure, after acceptance of recall under this Section, to report for work as specified in the assignment or within thirty (30) days of receipt of notice of recall, whichever is later, shall result in loss of recall rights.

Article Five (Cont'd)

Subdivision 5.53 Failure to Respond

Failure to respond to recall under this Section within twelve (12) calendar days of receipt thereof shall constitute a declining of the recall.

Section 5.6 Procedures for Recall

The procedures of this Section apply when notice of recall is sent to a faculty member at least sixty-one (61) days in advance of the beginning of the semester in which the vacancy is to be filled.

Subdivision 5.61 Vacancy Notice

When a vacancy occurs, each eligible faculty member may be sent a vacancy notice, which shall include the number of faculty having higher priority for recall for that vacancy.

Subdivision 5.62 Failure to Accept

A faculty member on a recall list who receives notice of recall and who does not accept the recall within thirty (30) days of the receipt of the notice of the vacancy or twelve (12) days of the notice of recall, whichever is later, shall lose recall rights.

Subdivision 5.63 Failure to Report

A faculty member on recall list who accepts recall and who does not report for work on the first (1st) day of the specified semester shall lose recall rights.

Article Five (Cont'd)

Section 5.7 Temporary Replacements

When a vacancy occurs during or within ten (10) days of the start of a semester or summer term, the Board may employ a temporary instructor for the balance of that term.

ARTICLE SIX

SUMMER EMPLOYMENT

Section 6.0 Compensation

Summer compensation for full-time employment for teaching, research, professional service, or any combination thereof, for the eight- (8) week period shall be two-ninths (2/9) of the previous academic year budget salary, that is, one (1) month's salary for each of the two (2) months' full-time employment. The compensation for a part-time assignment will be the same proportion of the compensation for full-time employment as the part-time assignment bears to a full-time assignment for the eight- (8) week summer period.

Section 6.1 Assignment

Work assignments will be made by the employer. Part-time assignments during all or part of the summer session period may be made.

Section 6.2 Notice of Appointment

Full-time and part-time summer appointments shall be made by memorandum of appointment before March 1, but may be earlier if budget schedules permit. Later appointments may be made, if agreed by the employee and employer, in the case of positions for which the availability of funds is not known until a later date.

ARTICLE SEVEN

LEAVES

Section 7.0 Professional Development Leave

Subdivision 7.01 Definition

A Professional Development Leave is a paid semester or academic year leave of absence awarded to a faculty member to undertake approved programs of study, research, or other professional activity.

Subdivision 7.02 Compensation

A Professional Development Leave is awarded for one semester at regular salary or for an academic year at fifty percent (50%) of regular salary.

Paragraph 7.021

Insurance and retirement benefits are maintained during the period of a Professional Development Leave.

Paragraph 7.022

The Board may place limits on compensation received for professional services performed during the period of a Professional Development Leave.

Article Seven (Cont'd)

Subdivision 7.03 Eligibility

Paragraph 7.031

Tenured faculty members are eligible to apply for a Professional Development Leave.

Paragraph 7.032

A recipient of a Professional Development Leave is ineligible for a subsequent leave during the three (3) years following an award.

Subdivision 7.04 Service or Financial Obligation

Paragraph 7.041

The recipient of a Professional Development Leave agrees to return to full-time employment for one academic year following the year of the award.

Paragraph 7.042

Failure to meet the conditions of Paragraph 7.041 obligates the faculty member to pay the university an amount equal to all salaries and benefits received during the period of the leave. If the faculty member returns for part of the requisite period the payback shall be adjusted pro rata.

Paragraph 7.043

Every faculty member while on Professional Development Leave shall be considered to be in regular full-time employment in the position from which the leave is being taken during the period

of said leave, for the purpose of determining the faculty member's length of service.

Subdivision 7.05 Procedure

Paragraph 7.051

A request for a Professional Development Leave must be submitted no later than November 15 preceding the academic year in which the proposed leave will be taken.

Paragraph 7.052

A recipient must follow the program proposed in the Professional Development Leave application unless a variance is approved by the Professional Development Leave Committee, subject to concurrence by the Vice President and Provost.

Paragraph 7.053

Evaluation of applications for Professional Development Leaves will be carried out by a faculty committee chaired by the Vice President and Provost or his/her designee without vote. Recommendations of the committee will be subject to approval by the President and the Board. Recommendations for awards shall be sent to United Faculty when they are sent to the President.

Subdivision 7.06 Availability

Any Professional Development Leave granted to untenured faculty pursuant to any special program of the Board shall not operate to

diminish the number of Professional Development Leaves made available to tenured faculty.

Section 7.1 Sick Leave

Subdivision 7.11 Definition

Sick leave is leave with regular pay granted for personal injury or illness (including pregnancy).

Subdivision 7.12 Record

The Board will maintain a record of accumulated sick leave for each member of the unit and each faculty member shall annually be informed of the amount accumulated.

Subdivision 7.13 Accrual

Paragraph 7.131

On the first (1st) day of each semester, nine (9) days will be added to the accumulated sick leave of each member of the unit holding a full-time appointment. Fractional credit, to the nearest day, will be credited to each member on a fractional appointment. If the faculty member's first (1st) working day is earlier than the regular first (1st) working day of the semester, the nine (9) days will be credited on such first (1st) working day.

Paragraph 7.132

The maximum accumulated sick leave credit shall be one hundred twenty (120) days. Sick leave shall not accrue during an unpaid leave of absence.

Subdivision 7.14 Deductions

A faculty member is on sick leave on any day on which he/she misses classes or other university obligations, or is absent from campus for half or more of a day due to injury, illness, or medical appointments. A faculty member's sick leave account will be charged a maximum of five (5) days in any given week.

Subdivision 7.15 Leave Request

Paragraph 7.151

A faculty member who proposes to take or takes sick leave must file an official Faculty Absence Request form in time sufficient to permit accommodation to his/her responsibilities whenever possible.

Paragraph 7.152

Prior to granting sick leave pay, the Board may require medical proof from an employee absent on sick leave for three (3) or more days. In any case, the Board may request medical proof if, in the Board's judgment, absences are excessive or of questionable validity.

Article Seven (Cont'd)

Subdivision 7.16 Eligibility

Paragraph 7.161

Sick leave pay will not be made to a member of the faculty during an academic period in which the faculty member does not hold a paid appointment.

Paragraph 7.162

When a faculty member is on sick leave at the commencement of a new semester the sick leave accrual shall not take place unless and until the faculty member returns to regular duties.

Subdivision 7.17 Lay Off - Recall

When a faculty member is laid off any unused accumulated sick leave shall be restored provided that the faculty member is returned to active service by the university in accordance with Article Five (Staff Reduction).

Subdivision 7.18 Compensation

Compensation during sick leave will be equal to regular compensation less the amount the faculty member receives from disability benefits and/or Workers' Compensation.

Section 7.2 Sick Leave Payout

Subdivision 7.21 Cash Payment Option

Effective July 1, 1981, upon retirement, a faculty member shall receive cash payment for accumulated unused sick leave in

accordance with Chapter 79.23 of the Code of Iowa (1979) as amended by Chapter 2.42 of the Iowa Acts (1979) as in effect as of February 27, 1981, payable during the pay period preceding the faculty member's retirement date.

Subdivision 7.22 Premium Payment Option

Effective July 1, 1981, if a faculty member so chooses, payment will be made for monthly premiums for health or life insurance or both in lieu of cash payment in accordance with Chapter 79.23 of the Code of Iowa (1979) as amended by Chapter 2.42 of the Iowa Acts (1979) as in effect as of February 27, 1981, so that the coverage provided is continuous.

Section 7.3 Jury Leave

Subdivision 7.31 Continued Earnings

A faculty member who is called for jury service shall be permitted to be absent from his/her duties without loss of pay and without charge against any leave.

Subdivision 7.32 Jury Service Pay

Pay received for jury service shall be reported and remitted to the employer, less any travel or personal expense paid for the jury service.

Article Seven (Cont'd)

Subdivision 7.33 Absence Request

To receive pay under this Section, the faculty member must complete an official Faculty Absence Request form and may be required to furnish satisfactory evidence that such service was performed on the days for which payment is claimed.

Subdivision 7.34 Return

A faculty member not required to perform jury duty all day shall return to work.

Section 7.4 Educational, Conference, Research, and Bereavement Leaves

Subdivision 7.41 Short-term Leaves

Paragraph 7.411

The university may grant paid, short-term leaves for faculty members to be absent from campus duties for educational and research purposes, conferences, and other professional activities. Short-term leaves are normally for periods of a week or less, though they may be longer at the discretion of the university.

Paragraph 7.412

The university may grant short-term paid bereavement leaves.

Article Seven (Cont'd)

Paragraph 7.413

Leaves for purposes of consulting or for professional activities, for which remuneration is received, may average no more than one (1) day per week during an academic term.

Subdivision 7.42 Long-term Leaves

The university may grant paid or unpaid leaves of up to one (1) calendar year to carry out research and/or educational activities supported under grants, contracts, fellowships, or university research awards. The university, at its discretion, may renew such a leave.

Subdivision 7.43 Summer Research Fellowships

Paragraph 7.431

For each of the 1989-91 appointment years the Board agrees to allocate not less than eighty-eight thousand dollars ($88,000) as stipends for summer research fellowships.

Paragraph 7.432

Summer research fellowships shall be either full-time (eight weeks) or half-time (four weeks). Full-time summer research fellowships shall carry a stipend of at least four thousand dollars ($4,000) for the 1989-91 appointment years. The stipend for fellowships of a shorter duration shall be prorated.

Article Seven (Cont'd)

Subdivision 7.44 Military Leave

Paragraph 7.441

Military leave is granted in accord with Section 29A.28 of the Code of Iowa.

Paragraph 7.442

Military leave shall be without pay except as otherwise provided by the laws of the state of Iowa.

Subdivision 7.45 Public Office Leave

Faculty members elected or appointed to a full-time public office shall be granted an unpaid leave of absence for a maximum of four (4) years.

Subdivision 7.46 Terminal Degree Leave

Any tenured faculty member who lacks a terminal degree or equivalent in his or her current area of teaching and research specialization may be granted, upon request, a year's leave without pay for the purpose of working toward that degree. Such leave of absence may be renewable for a second (2nd) year, if necessary, for the completion of the degree.

Subdivision 7.47 Professional or Personal Leaves

Faculty members may be granted paid or unpaid leaves of absence for professional or personal reasons with the consent of the Board.

Article Seven (Cont'd)

Section 7.5 Absence Request Form

Subdivision 7.51 Approval

All absences covered under this Article require the approvals set forth on an official Faculty Absence Request form which must be completed in its entirety, except in emergencies, unusual circumstances, or as otherwise provided in this Article, at least five (5) class days prior to the absence.

Subdivision 7.52 Reimbursements

Reimbursement of expenses under this Article is contingent upon the timely filing of an Absence Request form and approval of expenses.

Section 7.6 Travel and Related Expenses

During the 1989-90 year the Board agrees to allocate no less than the sum of two hundred thousand dollars ($200,000) for faculty travel. During the 1990-91 year the Board agrees to allocate no less than the sum of two hundred ten thousand dollars ($210,000) for faculty travel.

Section 7.7 Fringe Benefits During Leaves

Any faculty member on paid leave shall receive regular fringe benefits. Any faculty member on unpaid leave shall have the option of making contributions sufficient to maintain full and continuous

coverage on any or all fringe benefits during the time of the leave, subject to regulations set by the carrier.

Section 7.8 Retraining Leave

A retraining leave is a one- (1) year leave without compensation which shall be granted, upon request, to a faculty member who has received notice of layoff, to assist the faculty member to undertake a program of study to enable the faculty member to qualify for recall rights pursuant to Article Five (Staff Reduction) to this Agreement.

ARTICLE EIGHT

SALARIES

Section 8.0 1989-90 Salaries

Effective with the 1989-90 appointment year, each full-time member of the bargaining unit (including anyone on phased retirement) who was employed on April 30, 1989, as a full-time member of the bargaining unit:

Subdivision 8.01 Percentage Increase

Shall receive a two point six six nine six percent (2.6696%) salary increase, to be added to his/her base salary for the appointment year 1988-89;

Subdivision 8.02 Incremental Increase

Shall receive a two hundred seventy-eight dollar ($278) increase to be added to his/her base salary for the appointment year 1988-89, prior to any promotional increase or increase provided by Subdivision 8.04.

Subdivision 8.03 Individual Adjustment Increase

Effective with the 1989-90 appointment year, the full-time faculty members of the bargaining unit who were employed on April 30, 1989, as full-time members of the bargaining unit shall receive an average increase of five hundred five dollars ($505) per full-time faculty member, which money the Board may use, at its discretion, for individual salary adjustments (including merit

Article Eight (Cont'd)

increases, adjustments for market conditions and promotions), the distribution of which shall not be subject to the grievance procedure. The United Faculty shall be provided, as soon as reasonably practicable, a list of the recipients and amounts of individual adjustment awards.

Subdivision 8.04 Minimum Salaries by Rank

For the 1989-90 appointment year all full-time members of the bargaining unit shall receive at least the amount listed on Appendix A for 0 years in his/her rank.

Section 8.1 1990-91 Salaries

Effective with the 1990-91 appointment year, each full-time member of the bargaining unit (including anyone on phased retirement) who was employed on April 30, 1990, as a full-time member of the bargaining unit:

Subdivision 8.11 Percentage Increase

Shall receive a three point seven two five two percent (3.7252%) salary increase to be added to his/her base salary for the appointment year 1989-90.

Subdivision 8.12 Incremental Increase

Shall receive a four hundred twenty-six dollar ($426) incremental raise to be added to his/her base salary for the appointment year 1989-90 prior to any promotional increase or increase provided by Subdivision 8.14.

Article Eight (Cont'd)

Subdivision 8.13 Individual Adjustment Increase

Effective with the 1990-91 appointment year, the full-time faculty members of the bargaining unit who were employed on April 30, 1990, as full-time members of the bargaining unit shall receive an average increase of seven hundred seventy-five dollars ($775) per full-time faculty member which money the Board may use, at its discretion, for individual salary adjustments (including merit increases, adjustments for market conditions, and promotions), the distribution of which shall not be subject to the grievance procedure. The United Faculty shall be provided, as soon as reasonably practicable, a list of the recipients and amounts of individual adjustment awards.

Subdivision 8.14 Minimum Salaries By Rank

For the 1990-91 appointment year all full-time members of the bargaining unit shall receive at least the amount listed on Appendix B for 0 years in his/her rank.

Section 8.2 Promotions

Subdivision 8.21 1990-91 Promotion Increases

For the 1989-91 appointment years every faculty member promoted in rank shall receive at least eight hundred twenty-five dollars ($825) to assistant professor; one thousand two hundred dollars ($1,200) to associate professor; and one thousand five

hundred fifty dollars ($1,550) to professor; in addition to a percentage increase and an incremental increase.

Section 8.3 Part-time Salaries

Part-time faculty shall be paid at a rate of no less than eight hundred dollars ($800) per credit hour for the 1989-90 and 1990-91 appointment years.

Section 8.4 Minimum Salary Guidelines

The maximum number of years applicable under this Section shall be ten (10) years for instructor; fifteen (15) years for assistant professor; twenty (20) years for associate professor; and twenty-five (25) years for professor.

Section 8.5 Probationary Appointment Salaries

Notwithstanding any other provisions of this Article, salaries for initial probationary appointments shall be set without regard to salaries for previous temporary appointments.

Section 8.6 Salary Fund Transfer

Notwithstanding any other inconsistent provision, nothing in this Article shall require or permit the transfer or the use for individual salary adjustments of restricted funds or other funds not included in the general operating fund.

Article Eight (Cont'd)

Section 8.7 Salary Payments

Faculty members on regular academic year appointment shall be paid, at the option of the faculty member, in ten (10) or twelve(12) equal installments at the end of each month beginning in August or July respectively. A faculty member shall be paid at the previously designated option unless the faculty member notifies the university in writing of a change prior to July 15 preceding the academic year.

ARTICLE NINE

INSURANCE

Section 9.0 Description of Benefits

Description of benefits provided herein are intended to be informational only and the language of the insurance contracts established from time to time by the Board shall govern all claims.

Section 9.1 Group Life Insurance

Subdivision 9.11 Life Insurance

The Board will provide for all eligible unit members life insurance in an amount which is twice the unit member's budgeted salary to a maximum of one hundred twenty four thousand dollars ($124,000), when rounded to the nearest thousand dollars. The life insurance coverage shall reduce five percent (5%) each year on the July 1 coinciding with or next following the attainment of each additional year of age commencing with age sixty-one (61). Changes in the amount of life insurance resulting from a change in annual budgeted salary shall become effective on the date of such change provided the faculty member is actively serving on such date; otherwise the change shall occur on the date of return to active service.

Subdivision 9.12 Accidental Death and Dismemberment

The Board will provide for all eligible unit members accidental death and dismemberment insurance which will provide for payment upon the accidental death of the eligible unit member an additional amount equal to the life insurance benefit in Subdivision 9.11. In the case of dismemberment, benefit shall be as provided in the insurance policy.

Subdivision 9.13 Cost of Insurance

The cost of the insurance shall be paid by the Board.

Subdivision 9.14 Eligibility

Eligible unit members, as used in this section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).

Section 9.2 Long-term Disability

Subdivision 9.21

Eligible unit members following one year of service will have provided to them disability income protection which provides monthly benefits payable for twelve (12) months a year after ninety (90) working days of total disability or the exhaustion of all accrued sick leave, whichever occurs later. If totally

Article Nine (Cont'd)

disabled, the eligible unit member's monthly income shall be calculated as follows:

After one year of employment - 14% of annual budgeted salary divided by 12.

After two years of employment - 28% of annual budgeted salary divided by 12.

After three years of employment - 42% of annual budgeted salary divided by 12.

After four years of employment - 56% of annual budgeted salary divided by 12.

After five years of employment - 70% of annual budgeted salary divided by 12.

The monthly income so determined shall be reduced by any payments for that month for paid sick leave, vacation leave (where eligible), Worker's Compensation benefits, or payments for which the employee or any of his/her dependents are eligible under the Federal Social Security Act because of the unit member's disability; provided, however, that the Social Security benefit reduction shall not be affected by cost of living increases in said Social Security payments. Under no conditions may the unit member's monthly income which accrues under the disability income protection provided by the Board, Social Security, paid sick leave, vacation leave, and Workers Compensation benefits exceed three thousand one hundred fifty dollars ($3,150), except FICA cost of living increases shall not be included in the Social Security component. Under this program, TIAA-CREF premiums

are continued in force for as long as the disability income is approved. The Board agrees to continue to pay for the health and dental insurance as provided in Sections 9.3 and 9.4 of this article, not to exceed five (5) years from the date of disability. Monthly income payments shall continue during total disability to the June 30 coinciding with or following the attainment of age sixty five (65) if the said disability began prior to age sixty (60). If disability occurs at age sixty (60) or later, the monthly income payments shall cease after sixty (60) months or on June 30 following attainment of age seventy (70), whichever comes earlier.

Subdivision 9.22 Cost of insurance

The cost of the insurance shall be paid by the Board.

Subdivision 9.23 Eligibility

Eligible unit members, as used in this Section, are those who hold a term, probationary, or tenure appointment involving service of half-time or greater for a period of at least nine (9) months (an academic year).

Section 9.3 Health Insurance

The Board agrees during the term of this Agreement to provide group health insurance benefits to eligible bargaining unit members in accordance with the following provisions:

Article Nine (Cont'd)

Subdivision 9.31 1989-91 Health Insurance contribution

Effective July 1, 1989, the Board shall contribute toward the premium of eligible bargaining unit members the full cost of premiums for faculty members having individual coverage or seventy-five percent (75%) of the premium per month for faculty members having dependent coverage. The remaining twenty-five percent (25%) of the dependent cost shall be borne by the faculty member and paid by payroll deduction. In the event a faculty member has a spouse also in the bargaining unit, the Board shall contribute an additional individual contribution toward the purchase of dependent coverage or the seventy-five percent (75%) regular contribution toward dependent coverage, whichever is greater.

Subdivision 9.32 Eligibility

Eligible unit members, as used in this section, are those who hold a temporary, term, probationary, or tenure appointment involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary faculty member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s), such faculty member shall be eligible for health insurance contributions effective at the commencement of the

second semester to continue as long as the temporary faculty member is continuously employed.

Subdivision 9.33 Change in Coverage

The parties agree that there will be no substantial change in the current health insurance coverage during the term of this Agreement except by agreement of the parties.

Section 9.4 Dental Insurance

The Board agrees to provide group dental insurance benefits to eligible unit members in accordance with the following provisions:

Subdivision 9.41 1989-91 Dental Insurance Contribution

Effective July 1, 1989, the Board shall contribute toward the premium of eligible bargaining unit members the full cost of premiums for faculty members having individual coverage. For those members qualifying for dependent coverage, the Board shall contribute the same dollar amount toward such dependent coverage as is contributed for individual coverage. In the event a faculty member has a spouse also in the bargaining unit the Board shall contribute an additional individual contribution toward the purchase of dependent coverage.

Subdivision 9.42 Eligibility

Eligible unit members, as used in this Section, are those who hold a temporary, term, probationary, or tenure appointment

involving service of half time or greater for a period of at least nine (9) months (an academic year). In the event a temporary faculty member initially appointed for a single semester is continued beyond the original appointment for an additional semester(s) such faculty member shall be eligible for dental insurance contributions effective at the commencement of the second semester to continue as long as the temporary faculty member is continuously employed.

Subdivision 9.43 Change in Coverage

The parties agree that there will be no substantial change in the current dental insurance coverage during the term of this Agreement except by agreement of the parties.

Section 9.5 Pre-tax Benefits

Subdivision 9.51 Payroll Reduction Plan

Effective July 1, 1989, the University will offer a payroll reduction plan (consistent with Internal Revenue Service Code Section 125 and Internal Revenue regulations) through which faculty members may elect, during a designated annual enrollment period, to pay their share of the health and dental premiums with pre-tax rather than post-tax salary dollars.

Article Nine (Cont'd)

Subdivision 9.52 Payroll Reduction Plan

Effective April 1, 1990, the University will provide a payroll reduction program (consistent with Internal Revenue Code Section 129 and Internal Revenue Service regulations) through which faculty members may elect to make a pre-tax reduction in wages which will be paid to an account from which allowable dependent care expenses will be reimbursed.

Subdivision 9.53 Available Benefits

Prior to the implementation dates of the salary reduction programs the University shall provide written information and employee meetings to provide employees with information concerning available benefits for those employees choosing to enroll in such programs.

Section 9.6 Open Enrollment Period - Dental

Subdivision 9.61

The University agrees to provide a special one-time thirty (30) calendar day open enrollment and change period for dental insurance to be held during the month of September, 1989. An employee exercising a change in enrollment shall not be permitted to modify such election during the succeeding twenty-four months, except as otherwise permitted by the insurance contract for specified changes of status.

ARTICLE TEN

GRIEVANCE PROCEDURE

Section 10.0 Definitions

Subdivision 10.01 Grievance

A "grievance" is an allegation by a faculty member that there has been a violation, misinterpretation, or misapplication of any provision of this Master Agreement, except for matter subject to appeal under Article Eleven (Appeal), which shall be resolved under the procedures of that Article. The United Faculty may file a grievance on organizational rights specified in this Agreement and may waive the first two (2) levels under Section 10.3.

Subdivision 10.02 Aggrieved Person

An "aggrieved person" is the person or the United Faculty making the complaint.

Subdivision 10.03 Party in Interest

A "party in interest" is the person or persons making the complaint and any person, including the United Faculty or the Board, or their representative, who might be required to take action or against whom action might be taken in order to resolve the complaint.

Article Ten (Cont'd)

Section 10.1 Purpose

Subdivision 10.11 Lowest Level

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

Subdivision 10.12 Informal and Confidential

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 10.2 General Procedures

Subdivision 10.21 Time Limits

The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

Subdivision 10.22 Processing

The investigation, handling or processing of any grievance by the grieving person or the United Faculty shall be conducted so as not to interfere with specifically assigned duties. Any departure from this provision shall be by mutual agreement.

Subdivision 10.23 Election of Forum

If the grievant files any claim or complaint in any forum other than under the grievance procedure of this Master Agreement, then, while such claim is pending or after it has been adjudicated, the Board shall not be required to process the same or a substantially equivalent claim through this grievance procedure.

Subdivision 10.24 Filing of Initial Grievance

A faculty member who alleges that contract provisions have been violated shall initially seek to resolve the problem by informal means through administrative channels. This procedure must be initiated within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence.

Subdivision 10.25 Written Grievance

A formal grievance must be submitted in writing and shall contain a concise statement of the facts surrounding the grievance. The statement must specify the specific Article or provision allegedly violated, and relief requested. The grievance shall be filed on the form approved by the parties, which shall be obtained from the United Faculty (Appendix C).

Subdivision 10.26 Filing Limitations

A formal grievance will be processed only if filed within forty-five (45) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence. The grievance form shall contain an endorsement indicating the United Faculty's receipt of a copy of the complaint.

Subdivision 10.27 Days Defined

In all instances in which "days" is specified in this Article the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during summer session will be counted for faculty on summer appointment (teaching and research) for the whole eight (8) weeks regardless of period of appointment of faculty member. By mutual agreement between United Faculty and the Board class days may not be counted for faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the day the grievance is received at any point in the procedure shall be considered "day one."

Article Ten (Cont'd)

Section 10.3 Formal Levels

Subdivision 10.31 Level One

The grievance form shall be filed with the grievant's department head who shall respond within fourteen (14) days, indicating his/her disposition of the case. The department head shall distribute copies as indicated on the approved grievance form.

Subdivision 10.32 Level Two

The aggrieved person may, within fourteen (14) days of the receipt of the disposition of the case at Level One, appeal to the appropriate dean, in writing, with the endorsement of United Faculty. The dean shall meet with the parties and United Faculty, and, within fourteen (14) days of receipt of the appeal, indicate his/her response in writing, with a copy to United Faculty.

Subdivision 10.33 Level Three

The aggrieved person may, within fourteen (14) days of the receipt of the decision at Level Two, appeal to the President or his/her designee, with the endorsement of United Faculty. The President or designee shall, within fourteen (14) days of receipt, indicate his/her response in writing, with a copy to United Faculty.

Section 10.4 Arbitration (Level Four)

Subdivision 10.41 Notice of Arbitration

The United Faculty may submit a grievance to arbitration with the consent of the grievant and with notice to the President and copy to the Board Office, provided written notice of intent to arbitrate is delivered to the Office of the President within twenty-one (21) days of receipt of the President's response at Level Three.

Subdivision 10.42 Selection Procedure

Unless an alternative procedure has been agreed to promptly by the Board and United Faculty, a joint written request for a list of arbitrators shall be made to the American Arbitration Association, within fourteen (14) days after the receipt of notice of intent to arbitrate, for a list of five (5) arbitrators, all of whom are currently employed by a college or university, yet are not current or former employees of the Board. The parties shall determine by lot within fourteen (14) days of receipt of the list which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list until only one (1) remains. The person whose name remains shall be the arbitrator.

Subdivision 10.43 Hearing and Decision

The arbitrator so selected shall confer with the President or designee and the United Faculty and hold hearings promptly and shall issue his/her decision not later than thirty (30) class days from the date of the close of the hearings or, if written briefs have

not been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add, or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the President and the United Faculty and shall be final and binding on the parties.

Subdivision 10.44 Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the United Faculty. Any other expenses incurred shall be paid by the party incurring the same.

Section 10.5 Rights of Employees to Representation

Subdivision 10.51 Employee and United Faculty

Any aggrieved person may be represented at all stages of the grievance procedure prior to Level Three by himself/herself, or at United Faculty's option, by a representative selected or approved by the United Faculty. The United Faculty shall have the right to be present at all levels as a party of interest.

Subdivision 10.52 Separate Grievance File

All official documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. The grievance file shall be accessible during business hours to the grievant and United Faculty upon the request of either.

Subdivision 10.53 Arbitration Hearings

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings should be closed, or the arbitrator orders the proceedings closed for cause.

ARTICLE ELEVEN

APPEAL OF DENIAL OF TENURE, FAILURE TO PROMOTE, NONRENEWAL OF PROBATIONARY APPOINTMENTS, TERMINATION OF TERM APPOINTMENTS BEFORE THE END OF APPOINTMENT, AND RECOMMENDATIONS TO TERMINATE A TENURED FACULTY MEMBER

Section 11.0 Scope

The procedures of this Article will be available as the exclusive institutional remedy for a faculty member who receives an unfavorable decision by the Vice President and Provost:

Subdivision 11.01 On Tenure

Where the first regularly scheduled decision on tenure has been not to award tenure, or where the decision will result in termination.

Subdivision 11.02 On Promotion

Where the arbitration procedures of this Article had not been used by the faculty member during the preceding four (4) years with respect to promotion at the same rank, or where the grounds on which a previous promotion grievance was denied have been materially altered.

Subdivision 11.03 On Nonrenewal

Where the faculty member has been on the probationary track.

Article Eleven (Cont'd)

Subdivision 11.04 On Termination of a Term Appointment

It is agreed by the parties that the hearing for a faculty member on a term appointment is available only when the termination of the faculty member is to occur before the end of the term of the appointment.

Subdivision 11.05 On Termination of a Tenured Faculty Member

A tenured faculty member who receives a decision on termination by the President may elect to seek a review of the President's decision by commencing the review at the step provided in Section 11.4 within twenty-one (21) days of the receipt of such decision.

Section 11.1 Availability of Review

While decisions to promote, to award tenure, or to reappoint a faculty member on probationary or term appointment are the responsibility of academic officers, and while no opportunity for hearing is routinely provided in connection with a failure to promote, to reappoint, or to grant tenure, a hearing, as provided in this Article, shall be available in such cases where there is an allegation that the action was based on one or more of the grounds for complaint in Section 11.2.

Section 11.2 Grounds for Complaint

It shall be grounds for complaint if a decision to deny tenure, to

Article Eleven (Cont'd)

fail to reappoint, to fail to promote, or to terminate a tenured faculty member, is:

Subdivision 11.21 Discrimination

Based on the faculty member's age, national origin, race, religion, creed, or sex;

Subdivision 11.22 Academic Freedom

For reasons which violate the faculty member's academic freedom;

Subdivision 11.23 Established Procedures

Made by the administration in a manner which substantially fails to comport with established university procedures on tenure, promotion, or termination as defined in Section 11.0 except where subject to the provisions of Article Ten (Grievance Procedure);

Subdivision 11.24 Reasons and Facts

Made for reasons which are clearly inappropriate as a basis for decision or clearly without basis in fact; or

Subdivision 11.25 Expectations

Made despite the faculty member's reasonable expectations based on representations in writing made to him or her by authorized university administrators that the faculty member would be reappointed, granted tenure or promoted.

Section 11.3 Appeal Conference

A faculty member who desires review of decisions defined under

Article Eleven (Cont'd)

Section 11.0 shall submit a notice of appeal to the Office of the Vice President and Provost within twenty-one (21) days of receiving notification of the negative vice presidential decision. Unless mutually agreed otherwise by the Board and United Faculty March 1 shall be considered day one when counting days for submitting the Notice of Appeal. Such notice of appeal shall include the appropriate grounds for complaint as defined in Section 11.2, and, in reasonable detail, the alleged facts which support those grounds for complaint (see Appendix D). Within twenty-one (21) days of the notice of appeal, a conference shall be held between the affected faculty member and the Vice President and Provost, or his/her designee. At the conference, the affected faculty member shall have the opportunity to present written evidence and to make oral arguments in behalf of his/her position. Five (5) days in advance of the conference, the Vice President and Provost, or his/her designee, shall provide a written statement of the reasons for the negative personnel decision. Invited to the conference will be the dean of the college, head of the department, a member of the department faculty chosen by it, and a representative of the United Faculty. Within twenty-one (21) days of the conference, the Vice President and Provost, or his/her designee, will indicate his/her

Article Eleven (Cont'd)

disposition of the appeal, in writing, and shall furnish a copy thereof to the affected faculty member and all invited parties.

Section 11.4 Arbitration

Subdivision 11.41 Nature of Appeal and Time Limits

If the affected member is not satisfied with the disposition of the appeal, or if no disposition is issued within twenty-one (21) days of the conference, he/she may file an "intent to appeal to the arbitrator." Such intent to appeal shall be filed with the Office of the President within twenty-one (21) days of receipt of the Vice President and Provost's disposition of appeal. An intent to appeal may be filed only if it contains an endorsement by the United Faculty (Appendix E).

Subdivision 11.42 Selection of Arbitrator

Except where the Board and United Faculty agree to an alternative selection procedure, a joint written request for a list of arbitrators shall be made to the American Arbitration Association; such list is to contain five (5) potential arbitrators all of whom are currently employed in a four-year college or university, yet are not current or former employees of the Board. The parties shall determine by lot, within fourteen (14) days of receipt, which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list until only one (1) remains.

Article Eleven (Cont'd)

The person whose name remains shall be the arbitrator.

Subdivision 11.43 Hearing Proceedings

The arbitrator so selected shall confer with the affected faculty member and the Office of the President and hold a hearing promptly. The hearing shall be open except by agreement between the Board and the faculty member. The faculty member shall present evidence first and shall have the burden of proving that the Board's action was improper under the provisions of Section 11.2, except as provided hereinafter in this Subdivision. The arbitrator shall issue a report not later than thirty (30) days from the date of the close of the hearing. Such report shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted.

Subdivision 11.44 Standard of Review

The standard of review to be applied by the arbitrator shall be whether the affected faculty member has proven by clear and convincing evidence that the Vice President and Provost's decision was in violation of Section 11.2 of this Article.

Section 11.5 Dismissal of Tenured Faculty

Notwithstanding any other provision of this Article, in the case of dismissal of a tenured faculty member the university shall have

Article Eleven (Cont'd)

the burden of proving just cause for the dismissal by a preponderance of the evidence and in such case the decision of the arbitrator shall be final and binding.

Section 11.6 Disposition of the Arbitrator's Report

Subdivision 11.61 President's Review

The report of the arbitrator, the Vice President and Provost's disposition of the appeal, and the record made in the case, shall be forwarded to the President for review. After reviewing the record, the report, and the Vice President and Provost's disposition, the President will determine what administrative response, if any, shall be taken. In making such decision, the President will give great weight to the report of the arbitrator. There will be no oral argument before the President, but either party may submit a brief in support of the party's position. Such brief shall be submitted within fourteen (14) days of the receipt of the arbitrator's report by the parties. The decision of the President shall be issued within sixty (60) days following receipt of such briefs.

Subdivision 11.62 Acceptance by President

If the President accepts the recommendation of the arbitrator, he/she shall make appropriate recommendations, when necessary, to the Board to implement the decision and the case shall be deemed closed.

Article Eleven (Cont'd)

Subdivision 11.63 Rejection by President

If the President rejects the recommendation of the arbitrator, the President shall do so in writing, giving reasons for going against the report. The faculty member may then request and shall receive a review by the Board.

Subdivision 11.64 Appeal to the Board

Appeals for review of a presidential rejection of an arbitrator's recommendation by the Board shall be filed within twenty-one (21) days of the receipt of such decision. Upon request by a faculty member for a review of a presidential decision, the Board shall confer with the parties and promptly set a date for consideration of the appeal. The Board shall consider the appeal and shall issue a decision in writing which shall be transmitted to the affected faculty member and the President. Such decision shall exhaust administrative remedies provided in this Article.

Section 11.7 Other Provisions

Subdivision 11.71 Representation

A faculty member utilizing this procedure may be represented at all stages by a representative of the United Faculty.

Article Eleven (Cont'd)

Subdivision 11.72 Application of Time Limits

The failure of an employee or United Faculty to act on an appeal under this Article within the prescribed time limits will act as a bar to any further appeal under this Article. An administrator's failure to give a decision within the time limits under this Article shall permit the appeal to proceed to the next step. The time limits may be extended by mutual agreement.

Subdivision 11.73 Costs

The costs for the services of the arbitrator will be borne equally by the Board and the United Faculty.

Subdivision 11.74 Election of Forum

If a faculty member files any claim or complaint in any forum other than under this Article, then, while the complaint is pending or if it has been adjudicated, the Board shall not be required to process the same or a substantially equivalent claim through the procedures of this Article.

Subdivision 11.75 Retirement Exclusion

Enforcement of the Board's mandatory retirement regulation shall not be deemed a violation of this Article.

Subdivision 11.76 Days Defined

In all instances in which "days" is specified in this Article, the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during

the summer session will be counted for faculty on summer appointment (teaching or research) for the whole eight (8) weeks regardless of period of appointment of faculty member. By mutual agreement between United Faculty and the Board class days may not be counted for faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the day the grievance is received at any point in the procedure shall be considered "day one".

Subdivision 11.77 Arbitration Hearings

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings shall be closed, or the arbitrator orders the proceedings closed for cause.

ARTICLE TWELVE

DEDUCTIONS

Section 12.0 United Faculty Deductions

Subdivision 12.01 Authorization Form

The United Faculty shall provide Personnel Services with a signed authorization, on a form approved by United Faculty and the Board, from each member for whom deductions are to be made, setting forth the amount to be deducted. The authorization forms shall be submitted fifteen (15) days prior to the university's monthly payroll date on which the deductions are to commence. The authorization may be terminated as provided by law (Appendix F).

Subdivision 12.02 Deduction and Transmittal

Pursuant to a deduction authorization, the Board shall deduct the amount specified on the deduction authorization form from the salary check of the employee each month for ten (10) months, beginning in August and ending in May of each year or consistent with twelve (12) month pay option. The Board will transmit to the United Faculty the total deduction of dues within ten (10) days after each pay period. Employees who begin dues deduction after August shall have the amount specified on the deduction authorization form deducted in the remaining months of employment through May.

Article Twelve (Cont'd)

Subdivision 12.03 Hold Harmless

The United Faculty agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction except that nothing in this Section shall absolve the Board from its obligation to transmit to United Faculty, in accordance with this Article, all monies collected by the Board for United Faculty pursuant to this article.

Section 12.1 Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for approved annuities, the UNI Credit Union, university health insurance, the Cedar Valley United Way, and other plans, programs, and agencies approved by both the board and United Faculty.

ARTICLE THIRTEEN

HEALTH AND SAFETY

Section 13.0 Provision for Health and Safety

The Board shall provide, in accordance with the regulations of the applicable federal and state agencies, for the health and safety of faculty members to facilitate the performance of their responsibilities.

ARTICLE FOURTEEN

COMPLIANCE CLAUSE

Section 14.0 Separability

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and the Board and the United Faculty shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

Section 14.1 Finality and Effect of Agreement

Subdivision 14.11 Entire Agreement

This Agreement constitutes the entire collective bargaining agreement between the United Faculty and the Board and concludes collective bargaining for its term except as provided elsewhere in this Article.

Subdivision 14.12 Effect

The parties acknowledge that the understandings and agreements arrived at through collective bargaining are set forth in this Agreement, and each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate any matter, and each agrees that the other shall not be obligated to bargain

ARTICLE FOURTEEN (Cont'd)

collectively with respect to any subject or matter for the term of this Agreement except as provided elsewhere in this Article.

Subdivision 14.13 No Waiver

Paragraph 14.131

Nothing in this Article waives any right or duty to bargain which may arise under the provisions of Chapter 20, Section 17.6 of the Code of Iowa.

Paragraph 14.132

Nothing in this Article waives any right the United Faculty may have to bargain with the Board concerning changes the Board may wish to implement in matters not covered by this Agreement, but which are mandatory subjects of bargaining under Chapter 20 of the Code of Iowa.

Section 14.2 Management Rights

The Board reserves all of its statutory powers and authority not lawfully modified by this Agreement.

ARTICLE FIFTEEN

DURATION/SIGNATURES

Section 15.0 Duration

This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1991.

Section 15.1 Signatures

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their signatures placed thereon, all on the fifteenth day of March, 1989.

Marvin Pomerantz
President
Board of Regents

R. Forrest Coulson
President
UNI-United Faculty

R. Forrest Coulson
Chief Negotiator
UNI-United Faculty

R. B. Campbell
Chair, United Faculty
Negotiations Committee

Minimum Salary Guidelines

1989-1990

	Years Completed In Rank	Instructor	Assistant Professor	Associate Professor	Professor
Minimum	0 years	$20,762	$24,387	$29,828	$35,262
1st Ref Pt	5 years	22,762	26,387	31,822	37,261
2nd Ref Pt	10 years	24,756	28,386	33,824	39,259
3rd Ref Pt	15 years		30,383	35,820	41,256
4th Ref Pt	20 years			37,815	43,256
5th Ref Pt	25 years				45,246

2/89

Minimum Salary Guidelines

1990-1991

	Years Completed In Rank	Instructor	Assistant Professor	Associate Professor	Professor
Minimum	0 years	$21,592	$25,362	$31,021	$36,672
1st Ref Pt	5 years	23,672	27,442	33,095	38,751
2nd Ref Pt	10 years	25,746	29,521	35,177	40,829
3rd Ref Pt	15 years		31,598	37,253	42,906
4th Ref Pt	20 years			39,328	44,986
5th Ref Pt	25 years				47,056

2/89

his form is designed to serve as a summary record of the grievance in process. Correspondence and documents relating to the action at each level may be numbered and attached to this form if added space beyond that provided with he document is required. The form is to be used for Article X grievances. A "grievance" is defined by the *Agreement* as n allegation by a faculty member that there has been a violation, misinterpretation, or misapplication of any provision of the *Master Contract Agreement*, except for matters subject to appeal under Article XI (Appeal of ... are resolved under the procedures of that article. The United Faculty may file a grievance on organizational rights specified within the *Agreement*, and may waive the first two of the below noted levels. *Agreement* provisions relative to Article X grievance proceedings appear on the reverse side of this form.

AME OF FACULTY MEMBER: _____

EPARTMENT: _____

GREEMENT SECTION(S) ALLEGEDLY VIOLATED: _____

ATE OF OCCURRENCE: _____ REMEDY SOUGHT: _____

EVEL I - DEPARTMENT

ATE GRIEVANCE FILED: _____ SCHEDULED GRIEVANCE FILING DATE: _____

) RESCHEDULED GRIEVANCE FILING DATE: _____ ( ) See Document Number: _____

EPARTMENT HEAD'S DISPOSITION _____

_____

) See Document Number: _____ SIGNED: _____
Department Head Date: _____

EVEL II - College

ATE DEPARTMENT HEAD'S DISPOSITION RECEIVED: _____

CHEDULED APPEAL DATE: _____

) RESCHEDULED APPEAL DATE: _____ ( ) See Document Number: _____

OLLEGE DEAN'S DISPOSITION _____

_____

) See Document Number: _____ SIGNED: _____
Dean Date: _____

EVEL III - PRESIDENT

ATE COLLEGE DEAN'S DISPOSITION RECEIVED: _____

CHEDULED APPEAL DATE: _____

) RESCHEDULED APPEAL DATE: _____ ( ) See Document Number: _____

RESIDENT'S DISPOSITION _____

_____

) See Document Number: _____ SIGNED: _____
President Date: _____

EVEL IV - ARBITRATION

ATE PRESIDENT'S DISPOSTION RECEIVED: _____

CHEDULED NOTICE TO ARBITRATE DATE: _____

) RESCHEDULED NOTICE TO ARBITRATE DATE: _____
See Document Number: _____

IGNED: _____ SIGNED: _____
Faculty Member Date _____ UF President Date _____

BRIEF STATEMENT OF GRIEVANCE: _____

_____

( ) DETAILED GRIEVANCE STATEMENT — See Document Number: _____

SIGNED: _____ SIGNED: _____
Faculty Member Date: _____ UF Faculty Rep. Date _____

GRIEVANCE RECEIPT DATE: _____

SCHEDULED DISPOSITION AND RETURN DATE: _____

( ) RESCHEDULED DISPOSITION AND RETURN DATE: _____

( ) See Document Number: _____

FACULTY MEMBER'S APPEAL: _____

( ) See Document Number: _____ DATE: _____

SIGNED: _____ SIGNED: _____
Faculty Member Date: _____ UF Faculty Rep. Date _____

DATE APPEAL RECEIVED: _____

SCHEDULED HEARING AND DISPOSITION DATES: _____

( ) RESCHEDULED HEARING AND DISPOSITION DATES: _____

( ) See Document Number: _____

FACULTY MEMBER'S APPEAL: _____

( ) See Document Number: _____ DATE: _____

SIGNED: _____ SIGNED: _____
Faculty Member Date: _____ UF Faculty Rep. Date _____

DATE APPEAL RECEIVED: _____

SCHEDULED DISPOSITION AND RETURN DATE: _____

( ) RESCHEDULED DISPOSITION AND RETURN DATE: _____

( ) See Document Number: _____

DATE NOTICE OF INTENT TO ARBITRATE RECEIVED BY PRESIDENT'S OFFICE: _____

DATE ARBITRATION PANEL REQUESTED: _____ ( ) RESCHEDULED ARBITRATION PANEL REQUEST DATE: _____

( ) DATE ARBITRATION PANEL RECEIVED: _____ ( ) SCHEDULED ARBITRATOR SELECTION DATE: _____

( ) RESCHEDULED ARBITRATOR SELECTION DATE: _____ ARBITRATOR'S NAME: _____

ARBITRATION HEARING DATE: _____ ARBITRATOR'S AWARD AND DATE: _____ ( ) See Document Number: _____

DISTRIBUTION: Copies to - Aggrieved, United Faculty
Department Head, Dean, and Academic Vice President

Revised 1987

BEST COPY AVAILABLE

ARTICLE X - GRIEVANCE PROCEDURE

10.2 **General Procedures**

10.21 **Time Limits**

The failure of an aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

10.22 **Processing**

The investigation, handling or processing of any grievance by the grieving employee or the United Faculty shall be conducted so as not to interfere with specifically assigned duties. Any departure from this provision shall be by mutual agreement.

10.23 **Election of Forum**

If the grievant files any claim or complaint in any forum other than under the grievance procedure of this Master Contract agreement, then, while such claim is pending or after it has been adjudicated, the Regents shall not be required to process the same or a substantially equivalent claim through this grievance procedure.

10.24 **Filing of Initial Grievance**

A faculty member who alleges that contract provisions have been violated shall initially seek to resolve the problem by informal means through administrative channels. This procedure must be initiated within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence.

10.25 **Written Grievance**

A formal grievance must be submitted in writing and shall contain a concise statement of the facts surrounding the grievance. The statement must specify the specific Article or provision allegedly violated, and relief requested. The grievance shall be filed on the form approved by the parties, which shall be obtained from the United Faculty.

10.26 **Filing Limitation**

A formal grievance will be processed only if filed within forty-five (45) days following the time at which the aggrieved party could reasonably have been aware of the occurrence of the grievance. However, under no circumstances shall a grievance be considered timely after twelve (12) calendar months from the date of occurrence. The grievance form shall contain an endorsement indicating the United Faculty's receipt of a copy of the complaint.

10.27 **Days Defined**

In all instances in which "days" are specified in this Article the term refers to class days. Saturdays, Sundays, holidays, and days when classes are not in session are not counted. Class days during summer session will be counted for faculty on summer appointment (teaching and research) for the whole 8 weeks regardless of period of appointment of faculty member. By mutual agreement between United Faculty and the Board class days may not be counted for Faculty on summer appointment. Class days for faculty not on summer appointment will not be counted except by mutual agreement between United Faculty and the Board. When counting days, the grievance received at any point in the procedure shall be considered "day one."

10.3 **Formal Levels**

10.31 **Level One**

The grievance form shall be filed with the grievant's department head who shall respond within fourteen (14) days, indicating his/her disposition of the case. The department head shall distribute copies as indicated on the approved grievance form.

10.32 **Level Two**

The aggrieved person may, within fourteen (14) days of the receipt of the disposition of the case at Level One, appeal to the appropriate dean, in writing, with the endorsement of United Faculty. The dean shall meet with the parties and United Faculty, and, within fourteen (14) days of receipt of the appeal, indicate his/her response in writing, with a copy to United Faculty.

10.33 **Level Three**

The aggrieved person may, within fourteen (14) days of the receipt of the decision at Level Two, appeal to the President or his/her designee, with the endorsement of United Faculty. The President or designee shall, within fourteen (14) days of receipt, indicate his/her response in writing, with a copy to United Faculty.

10.4 **Arbitration (Level Four)**

10.41 **Notice of Arbitration**

The United Faculty may submit a grievance to arbitration with the consent of the grievant and with notice to the President and copy to the Board Office, provided written notice of intent to arbitrate is delivered to the President's Office within twenty-one (21) days of receipt of the President's response at Level Three.

10.42 **Selection Procedure**

Unless an alternative procedure has been agreed to promptly by the Board and United Faculty, a joint written request for a list of arbitrators shall be made to the American Arbitration Association, within fourteen (14) days after receipt of notice of intent to arbitrate, for a list of five (5) arbitrators, all of whom are currently employed by a college or university, yet are not current or former employees of the Board. The parties shall determine by lot within fourteen (14) days of receipt of the list which party shall have the right to remove the first name from the list. The parties shall alternately strike names from the list until one name remains. The person whose name remains shall be the arbitrator.

10.43 **Hearing and Decision**

The arbitrator so selected shall confer the President or designee and the United Faculty and hold hearings promptly and shall issue his/her decision not later than thirty (30) class days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add, or detract from the specific provisions of the agreement. The decision of the arbitrator shall be submitted to the President and the United Faculty and shall be final and binding on the parties.

10.5 **Rights of Employees to Representation**

10.51 **Employee and United Faculty**

Any aggrieved person may be represented at all stages of the grievance procedure prior to Level Three (3) by himself/herself, or at United Faculty's option, by a representative selected or approved by the United Faculty. The United Faculty shall have the right to be present at all levels as a party of interest.

10.52 **Separate Grievance File**

All official documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file. The grievance file shall be accessible during business hours to the grievant and United Faculty upon the request of either.

10.53 **Arbitration Hearings**

All hearings before the arbitrator under this procedure shall be open except if the parties mutually agree that the proceedings should be closed, or the arbitrator orders the proceedings closed for cause.

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ARTICLE ELEVEN

NOTICE OF APPEAL

to

Office of the Vice President and Provost

Name of Appellant_____

Department_____

College_____

1. Notification of Negative Vice Presidential Decision Received_____
(Date)

2. Type of Negative Decision (check appropriate type(s):

_____11.01 On tenure

_____11.02 On promotion

_____11.03 On nonrenewal

_____11.04 On termination of a term appointment

_____11.05 On termination of a tenured faculty member

3. Grounds for Complaint (check all that apply):

_____11.21, _____11.22, _____11.23, _____11.24, _____11.25

4. In reasonable detail, the alleged facts which support those grounds for complaint:

_____

_____

_____

5. Relief sought:

_____

_____

_____

_____ _____
Signature of Appellant Signature of United Faculty Representative

_____ _____
Date Signed Date Signed

ARTICLE ELEVEN

INTENT TO APPEAL TO AN ARBITRATOR

to

Office of the President

Name of Appellant:_____

Department:_____

College:_____

1. Disposition of the Appeal by the Vice President and Provost (check and complete a. or b.):

__a._____ was received on _____.
(Date)

__b._____ was not received within twenty-one

(21) days of the conference on _____.
(Date)

2. I, _____, do ___ (do not ___) hereby appeal the disposition of my appeal by the Vice President and Provost, as referred to in Section 1 above, to an arbitrator.

_____ _____
(Signature of Appellant) (Date Signed)

3. I, _____, the undersigned duly
(Name of United Faculty Representative)
authorized representative of United Faculty, do hereby endorse the intent to appeal to an arbitrator as found in Section 2 above.

_____ _____
(Signature of United Faculty Representative) (Date Signed)

UNIVERSITY OF NORTHERN IOWA

AUTHORIZATION FOR PAYROLL DEDUCTION

_____

Last Name (Please print) First Name Middle Name

TO: University of Northern Iowa

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly withholding established by UNI-United Faculty. The amount shall be certified by the organization noted and any change in such amount shall be so certified. The amount deducted shall be paid to the organization shown with this form. This authorization shall remain in full force and effect unless terminated by me with written notice to my employer, as provided by law.

_____
Date

_____ _____
Employee's Signature Street Address

_____ _____
Social Security Number City and State

Cancellation of Authorization to Withhold Wages

Please be advised that I wish to cancel the above authorization to withhold wages effective with the_____
(month and year)
payroll (as provided by law).

_____ _____
Signature of staff member termination agreement. Date, Month, and Year

MEMORANDUM OF UNDERSTANDING

WHEREAS, the State Board of Regents (hereinafter Board) and the United Faculty of the University of Northern Iowa (hereinafter United Faculty) are parties to a Collective Bargaining Agreement (hereinafter Agreement) for the period July 1, 1989, to June 30, 1991, and

WHEREAS, the Board has approved a tuition increase for the 1989-90 academic year which the Board has allocated to a faculty vitality fund at the University of Northern Iowa (hereinafter University) for the period July 1, 1989, to June 30, 1990, and

WHEREAS, the Board and the United Faculty do agree that from the vitality fund and other sources there will be distributed a five percent (5%) increase in the salary for faculty for 1989-90, then

THEREFORE, IT IS UNDERSTOOD AND AGREED BY THE PARTIES that their agreement is herewith amended and that the distribution of the five percent (5%) increase shall be as follows:

Effective with the 1989-90 appointment year, full-time members of the bargaining unit who were employed on April 30, 1989, as a full-time member of the bargaining unit shall receive an adjustment to the salary increase provided in the Agreement, that includes--

1. A percentage increase of 1.91 percent (1.91%) on each faculty member's base salary;

2. An incremental increase of $199 to be added to each faculty member's base salary; and
3. An individual adjustment of an average of $843 per full-time faculty member which money the Board may use, at its discretion, for individual salary adjustments (including merit increases, adjustments for market conditions, and promotions), the distribution of which shall not be subject to the grievance procedure.

Except as otherwise provided herein, all other terms and conditions of the Agreement remain in full force and effect.

This Memorandum of Understanding shall not set precedent for future bargaining between the parties.

Agreed this fifteenth day of March 1989.

FOR THE STATE BOARD OF REGENTS

Joseph E. Flynn
Chief Negotiator

Marvin A. Pomerantz
President

FOR UNITED FACULTY

R. Forrest Conklin
Chief Negotiator and
President